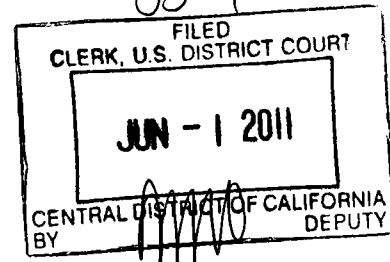


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12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 COACH SERVICES, INC., a Maryland
15 Corporation,

16 Plaintiff,

17 vs.

18 ROMERO'S UPHOLSTERY
19 SUPPLIES a/k/a ROMERO'S
20 UPHOLSTERY, an unknown business
21 entity; RAMIRO RAMOS, an
22 individual; JORGE ROMERO, an
23 individual; and DOES 1-10, inclusive,

24 Defendants.

CASE NO. CV 10-03183 AHM (JCGx)

~~PROPOSED~~ ORDER RE CONSENT
JUDGMENT INCLUDING A
PERMANENT INJUNCTION AND
VOLUNTARY DISMISSAL OF
ACTION WITH PREJUDICE

25 WHEREAS Plaintiff Coach Services, Inc. ("Coach") and Defendants Romero's
26 Upholstery Supplies a/k/a Romero's Upholstery, Ramiro Ramos, and Jorge Romero
27 (collectively "Defendants") have entered into a Settlement Agreement and Mutual
28 Release as to the claims in the above referenced matter. Defendants, having agreed to
consent to the below terms, it is hereby:

ORDERED, ADJUDGED, and DECREED as among the parties hereto that:

1. This Court has jurisdiction over the parties to this Final Judgment and has
jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.

2. Coach is the worldwide owner of the trademark "COACH" and various
composite trademarks and assorted design components ("Coach Marks"). Amongst

1 the many Coach Marks, one of the most well-known and recognized marks is Coach's
2 Signature "C" Mark (see below). Coach has used the Signature "C" Mark in
3 association with the sale of goods since as early as 2001. The Signature "C" Mark was
4 first registered at the U.S. Patent and Trademark Office on September 24, 2002.
5 Registrations for the Signature "C" Mark include, but are not limited to, U.S. Reg.
6 Nos. 2,626,565; 2,822,318; and 2,832,589



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10 3. Plaintiffs have alleged that Defendants' importation, distribution,
11 advertisement, offering for sale, and sale of products which infringe upon Coach's
12 Signature "C" Mark constitute trademark infringement and unfair competition under
13 the Lanham Trademark Act, 15 U.S.C. § 1051, et. seq. and under the common law.

14 4. Defendants and their agents, servants, employees and all persons in active
15 concert and participation with them who receive actual notice of this Final Judgment
16 are hereby permanently restrained and enjoined from infringing upon the Coach
17 Marks, include either directly or contributorily, in any manner, including generally, but
18 not limited to manufacturing, importing, distributing, advertising, selling and/or
19 offering for sale any unauthorized product bearing the Signature "C" Mark, or marks
20 confusingly similar or substantially similar to Coach's Signature "C" Mark, and,
21 specifically from:

22 (a) Using Coach's Signature "C" Mark or any reproduction,
23 counterfeit, copy or colorable imitation thereof in connection with the manufacture,
24 importation, distribution, advertisement, offer for sale and/or sale of merchandise
25 comprising not the genuine products of Coach, or in any manner likely to cause others
26 to believe that Defendants' products are connected with Coach or Coach's genuine
27 merchandise;
28

1 (b) Passing off, inducing or enabling others to sell or pass off any
2 products or other items that are not Coach's genuine merchandise as and for Coach's
3 genuine merchandise;

4 (c) Leasing space to any tenant who is engaged in the manufacturing,
5 purchasing, production, distribution, circulation, sale, offering for sale, importation,
6 exportation, advertisement, promotion, display, shipping, marketing of Infringing
7 Products;

8 (d) Committing any other acts calculated to cause purchasers to believe
9 that Defendants' products are Coach's genuine merchandise unless they are such;

10 (e) Shipping, delivering, holding for sale, distributing, returning,
11 transferring or otherwise moving, storing or disposing of in any manner items falsely
12 bearing the Coach Marks, or any reproduction, counterfeit, copy or colorable imitation
13 thereof; and

14 (f) Assisting, aiding or attempting to assist or aid any other person or
15 entity in performing any of the prohibited activities referred to in Paragraphs 4(a) to
16 4(e) above.


17 5. Without any admission of liability, the parties have agreed that
18 Defendants shall pay to Plaintiffs an amount in settlement of Plaintiffs' demand for
19 damages, profits, costs, disbursements, and attorneys' fees based upon Defendants'
20 alleged infringing activities. Plaintiffs and Defendants shall bear their own costs
21 associated with this action.

22 6. The execution of this Final Judgment shall serve to bind and obligate the
23 parties hereto.
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1 7. The jurisdiction of this Court is retained for the purpose of making any
2 further orders necessary or proper for the construction or modification of this Final
3 Judgment, the enforcement thereof and the punishment of any violations thereof.
4 Except as otherwise provided herein, this action is fully resolved with prejudice.
5

6 **IT IS SO ORDERED.**

7
8 DATED: June 1, 2011



Hon. A. Howard Matz
United States District Judge